

Support Maryland Health Benefit Exchange to Implement the Affordable Care Act (ACA)

Maryland Health Benefit Exchange (Exchange)

SOLICITATION NO. EXCHANGE - (DHMSO294031)

Vendor Question Responses (4th Set) - Published 11/22/2011

Reference Section / Page Number	Reference Requirement	Clarifying Question	MD Response
P. 285, CR9 Section Q-6 -Configuration	The Offeror shall ensure all hardware, software or communications components installed for use by Exchange's staff are compatible with the State currently supported versions of the approved Operating Systems, including, but not limited to, Microsoft Operating Systems, Microsoft Office Suite and Internet Explorer: a) Version upgrades shall be applied in a controlled manner to prevent disruption to users. b) Operating system patches and upgrades shall be tested and implemented in compliance with the Exchange and the State's security policies.	Reference is made to"Operating Systems, included but not limited to, Microsoft Operating Systems." What other Operating Systems are currently supported by the State? What other Operating Systems are acceptable?	The State has multiple Operating Systems environments, including Microsoft, Linux, Novell, Netware, etc. The State is open to any functional solution, which may include any of the ones listed above or the Vendor may provide a recommendation for the State to consider.
		Will the Exchange consider an extension to the RFP?	A two week extension has been granted. Responses are now due on December 19th 2011 - 3PM, Local Time.
Attachment A, Sections 10.1 and 10.4, Indemnification:		We will indemnify the State from and against any and all losses, damages, claims, suits, actions liabilities and/or expenses, including, without limitation, reasonable attorneys' fees and disbursements of any character that arise from third party claims brought against the State for bodily injury or death or real or tangible personal property to the extent directly caused by the willful misconduct or negligence of Contractor or its personnel while engaged in the performance of the services. The last sentence of Section 10.4 should refer back to Section 10.1 regarding suits to which Contractor is obligated to assume such defense. The provisos in the indemnity in Section 7.3 (e.g. the State's cooperation obligation) should also apply to this indemnity.	Section 10.1 and 10.4 of Attachment A will remain the same.
Contract Section 2.1 Scope of Work	The contract includes the RFP and proposal and provides that the RFP controls over the proposal. The RFP acknowledges that the requirements are "high level" and may vary depending upon federal requirements. Exchange obligations, assumptions and conditions are not stated.	To provide clear expectations, we propose that the services and requirements (consistent with the specifications in the solicitation) be described with specificity in schedules or exhibits to be agreed to by the parties and attached to the contract. The schedules or exhibits would likewise identify any assumptions and Exchange or third party responsibilities, and would clarify the RFP and proposal submissions.	Please refer to https://www.cms.gov/ILCReviews/ for details associated with the deliverables tied to the gate reviews / schedules. The Exchange will work with the Contractor to determine the specific requirements, templates, and deliverables to be developed, in addition to those required by CMS, at time of contract award.
Contract Section 7.4 IP Infringement Indemnity	There are currently no standard exceptions to this provision including Dell's compliance with Exchange specifications or directions. In addition, the determination of possible infringement can be made by solely by the Exchange.	Dell requests carving out specific exceptions, including but not limited to Dell's compliance with Exchange specifications or directions, as well as removing the Exchange's sole ability to determine possible infringement.	Section 7.4 of Attachment A will remain same.
Contract Section 10.1 Indemnification	As written, the provisions is a blanket indemnity that would also include claims arising from Contractor's proper performance of its obligations and make Contractor responsible for all claims arising in connection with the Exchange without fault or wrongdoing by Contractor: "any and all losses, damages, claims, suits, actions, liabilities and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract."	We request that the indemnity be limited to infringement claims, claims for bodily injury (including death) and damage to real property and tangible personal property caused by Contractor personnel.	Section 10.1 of Attachment A will remain the same.

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Contract Section 34 and 1.42 (RFP) and 2.2 (RFP) Compliance with Law and Standards	The numerous laws and standards with which Contractor is required to comply are subject to interpretation. In order to avoid a difference in interpretation in the design of the system and not usurp the function of the Exchange's legal advisors, we believe the parties would be better served by collaborating with the Exchange in addressing the requirements, with Contractor proposing a technical solution based upon guidance from the Exchange and the Exchange reviewing it for compliance with its legal and other requirements.	We ask that the language be clarified to require Contractor to comply with laws applicable to its business and the delivery of the services and could propose specific edits upon the Exchange's request. We reserve the right to provide comments and/or suggested modifications to the Business Associate Agreement.	It is imperative that the HIX be in full compliance with all relevant federal and state laws and standards. The State of Maryland will play a role in interpreting many of the relevant laws and standards, but this does not eliminate the need for the Contractor to ensure the HIX is in full compliance with all relevant laws and standards.
Attachment A - 23 Documents Retention and Inspection Clause (p77)		We understand the need for proper and complete record keeping and agree with the State's right to verify invoices, payments to subcontractors, compliance with the contract, and reports on service levels. For confidentiality reasons, we are unable to agree to providing access to <u>all</u> documents and additional information that may be requested without knowing what those documents/information may be. Additionally, we would expect that any audit would be conducted during regular business hours and in such a manner so as to comply with the Contractor or subcontractor's respective security policies and shall not interfere unreasonably with normal business activities.	The Offeror will be requested to provide access to all documentation that pertains to this project. Audits will occur during normal business hours, within a time frame that is mutually agreed upon between the Exchange and the Offeror.
Web Portal Requirements - WPR 2	The Offerors solution shall comply with State usability and content standards (e.g. style guide) and the layout shall provide user-configurable resolution, font, and color choices.	Please identify the best source to locate the usability and content standards STYLE GUIDE that is mentioned.	The Exchange has not yet developed a style guide specifically for this project. It anticipates developing such a guide in the months ahead, drawing on existing style guides for major Maryland IT projects and also potentially external resources, such as the Enrollment UX 2014 project being sponsored by a number of major health care foundations. Please refer to http://healthit.hhs.gov/portal/server.pt?open=512&mode=2&objID=3161 for additional ACA Style Guidance.
2.2 Service Level Metrics		Can you identify which of the SLAs will be applied to the production environment only?	All SLAs apply to production, development, and testing environments.
Q15: Data, DR12, p. 294	The Offeror shall support Master Data Management (MDM) functions, including data standardization and deduplication and leverage existing Master Data Index (MDI). The MD M shall support a common client index and matching criteria to identify and share data on clients across systems as well as health and social services programs.	How many customer transactional systems are in place, where is that data flowing, is any manipulation of that data done? How many consumers of the Enterprise Customer Data are there from MDM?	Please refer to the As-Is and To-Be context diagrams located in Attachment P, Section 15.
	Certain Vendors asked whether the Exchange will allow Offerors to submit exceptions with their proposals.	Will the Exchange permit Vendors to submit exceptions with their proposals?	The Exchange discourages offerors from submitting exceptions in connection with their proposals and reserves the right to treat proposals containing exceptions as non-responsive, depending on the nature of the exceptions taken.